

Union Carbide CorporationA Subsidiary of The Dow Chemical Company

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June 3, 2011

Via Federal Express, Overnight

William J. Reilly, Jr.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway, 17th Floor
New York, New York 10007-1866

Re: Response to Request for Information Pursuant to Section 104(e) of CERCLA for Riverside Avenue Site, Newark, Essex County, New Jersey

Dear Mr. Reilly:

Union Carbide Corporation ("UCC") ("Respondent") hereby submits this Response to the Request for Information ("Request") dated April 8, 2011 from the United States Environmental Protection Agency ("EPA") concerning the Riverside Avenue Site (the "Site"). UCC appreciates the Agency's prior grant of an extension of time to respond to the request.

Respondent reserves the right to supplement this response should any additional responsive information be discovered. Respondent has endeavored to answer the questions in EPA's letter to the fullest extent reasonably possible. The enclosed information is being provided in an effort to cooperate with EPA, without admitting or acknowledging that EPA has the authority to require production of the information requested, or that the statutory authority asserted in the information request is applicable. Additionally, nothing in this response should be construed as an admission of any liability or responsibility on the part of Respondent regarding any costs incurred by EPA or any other party relating to the Site. Respondent reserves all defenses and rights available to it under the law.

Respondent has a policy and well-documented history of cooperation with federal, state, and local environmental authorities. It intends to cooperate, likewise, with respect to the instant Request. The extremely broad scope of the Request, however, compels Respondent to raise objections to the Request, both general and specific. In so doing, Respondent does not intend to diminish the seriousness of purpose with which it has investigated matters implicated by the Request or with which it has assembled this response. Respondent is not prepared; however, to undertake the overly broad and onerous burden demanded by the Request where that burden is not reasonably calculated to lead to pertinent or responsive information regarding the Riverside Avenue Site.

General Objections

Respondent asserts the following General Objections to the Request, which General Objections are hereby incorporated in each and every response of Respondent to individual questions below. To the extent Respondent responds to questions to which it objects, such objections are not waived by the furnishing or providing of information.

- 1. Respondent objects to the Request to the extent the Request exceeds the scope of EPA's authority under the statutory references cited in the Request.
- 2. Respondent objects to the Request as overly broad and unduly burdensome. The Request seeks information that is irrelevant and/or has no relation to the Site or relevance to this inquiry including detailed information and documents regarding products and wastes even where no connection to the Site appears to exist. Further, Respondent objects to the Request because the Request seeks information regarding activities at a level of detail that is impossible to provide without extreme burden and oppression, if at all. The burden on Respondent is enhanced because many of the events and circumstances that appear to be at issue took place decades ago. With the passage of time, complete records may no longer exist, relevant witnesses with firsthand knowledge are now deceased, memories have faded, and any attempt to recreate history often presents an insurmountable challenge and an undue burden.
- 3. Respondent objects to the Request to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, the joint defense privilege, and any other legally cognizable privilege. Respondent further objects to the Request to the extent it dictates the manner in which those privileges are to be asserted.
- 4. Respondent objects to the Request to the extent that it seeks information in the possession, custody, or control of EPA, or any other local, state, or federal governmental authority. Respondent further objects to the Request to the extent that it seeks information that is a matter of public record.
- 5. Respondent objects to the Request to the extent that it seeks information outside of Respondent's possession, custody or control.

Response of Union Carbide Corporation

- 1. Answer the following questions regarding your Company. In identifying a company that no longer exists, provide all the information requested, except for the agent for service of process. If your Company did business under more than one name, list each name.
 - a. State the correct legal name and mailing address of your Company.

Union Carbide Corporation 1254 Enclave Parkway Houston TX 77077

b. State the name and address of the president or the chairman of the board, or other presiding officers of your Company.

Patrick E. Gottschalk President 100 Independence Mall West Philadelphia, PA 19106

c. Identify the State and year of incorporation of your Company and your Company's agent for service of process in the state of incorporation and in New Jersey.

UCC was incorporated in New York in 1917.

UCC's agent for service of process in New York is:

C T Corporation System 1633 Broadway New York, NY 10019

UCC's agent for service of process in New Jersey is:

The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628

d. If your Company is a subsidiary or affiliate of another Company, or has subsidiaries, or is a successor to another Company, identify these related companies. For each related Company, describe the relationship to your Company and indicate the date and manner in which each relationship was established.

UCC is a wholly owned subsidiary of The Dow Chemical Company, a company incorporated in Delaware ("TDCC"). UCC became a wholly owned subsidiary of TDCC in 2001.

A copy of TDCC's Form 10-K, which includes a list of all related companies of TDCC and UCC is available via the internet at the following site:

http://phx.corporate-ir.net/phoenix.zhtml?c=80099&p=irol-SECText&TEXT=aHR0cDov L2lyLmludC53ZXN0bGF3YnVzaW5lc3MuY29tL2RvY3VtZW50L3YxLzAwMDExOT MxMjUtMTEtMDQwMDIzL3htbA%3d%3d

- 2.a. During the period from January 1, 1970 to December 31, 1999, did your Company ever enter into any transaction(s), including any contract(s), with any of the following persons/companies pursuant to which your Company provided any drums, containers or industrial waste to any of the persons/companies named below? (Please provide a Yes or No answer as to each):
 - 1. Universal International Industries, Inc. No.
 - 2. Jobar Industries, Inc. No.
 - 3. Jobar Packaging, Inc. No.
 - 4. Frey Industries, Inc. No. In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.
 - 5. Mr. Tilghman Frey Please see answer to 4 above.
- 2.b. During the period from January 1, 1970 to December 31, 1999, did any of the following companies ever remove any industrial waste from any facility which was ever owned or operated by your Company? (Please provide a Yes or No answer as to each company below):
 - 1. Universal International Industries, Inc. No.
 - 2. Jobar Industries, Inc. No.
 - 3. Jobar Packaging, Inc. No.
 - 4. Frey Industries, Inc. No.
- 2.c. During the period from January 1, 1970 to December 31, 1999, did any of the following companies ever remove any drums or containers having in it any product, off-spec product or any liquids, solids or sludges from any facility which was owned or operated by your Company? (Please provide a Yes or No answer as to each company below):
 - 1. Universal International Industries, Inc. No.
 - 2. Jobar Industries, Inc. No.
 - 3. Jobar Packaging, Inc. No.
 - 4. Frey Industries, Inc. No.
- 2.d. During the period from January 1, 1970 to December 31, 1999, did your Company ever arrange with any of the following companies to remove or receive or store i) any drums,

packages, tanks or containers or ii) any product or off-spec product or iii) liquids, solids or sludges that originated at any facility which was owned or operated by your Company? (Please provide a <u>Yes</u> or <u>No</u> answer as to each company below):

- 1. Universal International Industries, Inc. No
- 2. Jobar Industries, Inc. No
- 3. Jobar Packaging, Inc. No
- 4. Frey Industries, Inc. In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.

For every <u>Yes</u> answer provided in response to question noted in 2.c. through 2.d., above, provide the basis for responding <u>Yes</u> to the question and the following, as applicable: a) the times, dates and facilities and person(s) involved and b) the nature, quantity and chemical composition of the material which was transported from your Company to the <u>Site</u>.

- 3. Do you have any reason to believe that any of the following may have been transported from any facility which was ever owned and/or operated by your Company and later taken to the <u>Site</u>:
 - a. any hazardous substance? No.
 - b. any liquids, solids or sludge? No.
 - c. any solid waste of any type? No.
 - d. anything which was to be stored or treated and later returned to your Company? In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility. There is no indication that Frey ever treated the product.
 - e. any product or off-spec product which was to be treated and later returned to your Company or shipped to a third party on behalf of your Company? No.
 - f. any containers, regardless of contents or lack thereof? No. In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.
 - g. any drums, regardless of contents, or lack thereof? No.

Please provide a separate <u>Yes</u> or <u>No</u> answer to questions 3.a. through 3.g, above. For each <u>Yes</u> answer, please provide the specific basis for your answer, including the materials that you believe may have been transported from your Company to the Site, including chemical characterization, quantities (by volume and/or weight), number of drums or containers etc., the facility from which the material was removed, the hazardous substances in such materials, the personnel and/or haulers involved in each such shipment, the dates of such shipments and all records relating to

such shipments.

- 4. Do you have any reason to believe that any of the following companies may have taken any industrial waste or any hazardous substance from any facility which was ever owned and/or operated by your Company and that such industrial waste or hazardous substance may have been transported to and/or disposed of at the <u>Site</u>:
 - a. Universal International Industries, Inc. No
 - b. Jobar Industries, Inc. No
 - c. Jobar Packaging, Inc. No
 - d. Frey Industries, Inc.- No

Please provide a separate <u>Yes</u> or <u>No</u> answer to each of the items, 4.a through 4.d, above. For each Yes answer, please provide the specific basis for your answer, including the materials that you believe may have been transported from your Company to the <u>Site</u>, including chemical characterization, quantities (by volume and/or weight), number of drums or containers etc., the facility from which the material was removed, the hazardous substances in such materials, the personnel and/or haulers involved in each such shipment, the dates of such shipments and all records relating to such shipments.

- 5. Do you have any reason to believe that any materials, including any hazardous substances, or any drum or containers of any type may have been removed from any facility which was ever owned and or operated by your Company and transported to and/or disposed of at the Site?
 - Response: In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.
- 6. Identify each individual who assisted or was consulted or who answered on your behalf or on behalf of the Company in the preparation of its response to this Request for Information and specify the question with which each person assisted in responding.

Shannon Slowey, Attorney, prepared this response. Tina Dittenber, Senior Paralegal was responsible for coordinating the search for responsive documents and records. Ms. Dittenber conducted the search regarding responses to questions 1 through 5 and contacted Shawna Radosa, System Administrator, or the Records Center, seeking information responsive to this Request. Mike Fishtein, UCC Retiree/Contractor, was consulted regarding general historical operations at the Bound Brook, New Jersey facility. Other than the scope of this investigation, including a document search, these individuals have no personal knowledge of the information or documents provided. These individuals can be contacted through Shannon Slowey, Attorney, 215-592-3404, 100 Independence Mall West, Philadelphia, PA 19106.

B. Request for Records:

- 7. Please provide copies of all the following which are in the custody or control or your Company:
 - a. Every record indicating any transaction, communication, or business dealing with Mr. Tilghman Frey. **Response:** Please see attached Exhibit A.
 - b. Every record indicating any transaction, communication, or business dealing of any type with Frey Industries, Inc. Response: Please see attached Exhibit A.
 - c. Every record indicating any transaction, communication, or business dealing of any type with Jobar Industries, Inc. Response: Respondent did not identify any documents responsive to this request.
 - d. Every record indicating any transaction, communication, or business dealing or any type with Universal International Industries, Inc. **Response:** Respondent did not identify any documents responsive to this request.
 - e Every record indicating any transaction, communication, or business dealing of any type with Riverside Avenue Properties. Response: Respondent did not identify any documents responsive to this request.
 - f. Every record indicating any transaction, communication, or business dealing of any type with Merit Enterprises, Inc. **Response:** Respondent did not identify any documents responsive to this request.
 - g. Every record indicating any transaction, communication or business dealing of any type with Industrial Development Corporation. **Response:** Respondent did not identify any documents responsive to this request.
 - h. Every record indicating any transaction, communication, or business dealing of any type with Industrial Development Association. **Response:** Respondent did not identify any documents responsive to this request.
 - Every record relating to any drums, containers, or waste material that your Company has any reason to believe may have been taken by anyone (during the time period from January 1, 1970 to December 31, 1990) from any facility that your company ever owned or operated which later entered the <u>Site</u>. **Response:** Respondent did not identify any documents responsive to this request.

Following receipt of EPA's Request for Information, UCC conducted a thorough records search. Beyond the responses laid forth above, Respondent was unable to find any other relevant information regarding the Site or the entities listed in the questions.

In response to the nexus documents provided by EPA on May 18, 2011, The Linde Division or industrial gases division of UCC is now an unaffiliated corporation named Praxair, Inc. ("Praxair"). Praxair's headquarters are at 39 Old Ridgebury Road, Danbury, CT 06810. UCC

records pertaining to its former industrial gases business became the property of Praxair and, if there are any records, such records would be in the possession and control of Praxair.

Based upon our investigation, there is no indication that UCC ever arranged for disposal or treatment of any waste containing hazardous substances, at the Riverside Avenue Site.

Very Truly Yours,

Shannon Slowey, Esq.

Authorized Representative

Enclosure

Cc: Marissa Truono, Removal Branch, EPA Region II

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

Commonwealth of Pennsylvania

County of Philadelphia
certify under penalty of law that I have personally examined and am familiar with the information ubmitted in this document (response to EPA Request for Information) and all documents submitted
erewith, and that based on my inquiry of those individuals immediately responsible for obtaining the
nformation, I believe that the submitted information is true, accurate, and complete, and that all
locuments submitted herewith are complete and authentic unless otherwise indicated. I am aware that
here are significant penalties for submitting false information, including the possibility of fine and
mprisonment. I am also aware that I am under a continuing obligation to supplement my response to
EPA's Request for Information if any additional information relevant to the matters addressed in EPA's
Request for Information or my response thereto should become known or available to me.

Shannon Slowey

NAME (print or type)

Authorized Representative

TITLE (print or type)

SIGNATURE (print or type)

Sworn to before me this , 2011

day of

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Donna M. Plasky, Notary Public City of Philadelphia, Philadelphia County My Commission Expires Sept. 30, 2013

Member, Pennsylvania Association of Notaries

Exhibit A

BB/WCC SITE REQUISITION FORM PURCH. DEPT. FAX 908-563-6032

DATE SUBMITTED: 2/21/97				
REQUISITIONER: R. MARTINEAU			TEL. NO.: 908	3-563-5850
LOCATION:BBTC		BLDG.:95		ROOM:208
SUGGESTED VENDOR:	COLUMBIAN CHEMICALS	Noxus		
STREET ADDRESS:	7 CENTRE DRIVE, SUITE	2		
CITY, STATE, & ZIP CODE:	JAMESBURG, NJ 0883			
TELEPONE NUMBER:	800-257-5076			
FACSIMILE NUMBER:	609-395-8196			
NAME OF CONTACT PERSON:	V			
* IF ONLY ONE VENDOR IS		PURCHASE I	S OVER \$5	,000.00, PROVIDE:
JUSTIFICATION FOR SOLE SOURCE	<u>E:</u>			
DATE REQUIRED:3/15/97				
PRIORITY CODE (E = EMERGENCY, C = CRI	TICAL DATE OR R = ROUTINE DE	LIVERY):	С	
TO BE USED FOR: (SPECIFIC USE OF ELASTOMERS R&D	OR PROJECT NAME. IF CO	NTRACTOR SERV	/ICE, SPECIFY	ON OR OFF SITE)
REQUISITION VALUE: \$		DATE		
APPROVED BY: (Bernier		AN	I "E-MAIL" FR	ENATURE: OM THE AUTHORIZED ER IS REQUIRED
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ACCOUNTING CHARGE NUMBER

* MINIMUM

PRIMARY	DIVISION OF EXPENSE	DIVISION LOCATION	INDEX	FIRST ORDER NO.	SECOND ORDER NO.
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*104640	*135	*750916			

IF MULTIPLE CHARGE NUMBERS REQUIRED-INDICATE THE CHARGE NUMBER WITH "LINE ITEM" BELOW

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1 3600 LBS N-650	DESCRIPTION	UNIT PRICE
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240	Seamless polyethylene paid lines	
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200	uce specification code # 6853-A,	
de	Led 10-31-90. (bot parco 250 plns 1895	
to a	rive by 5/20/97 (Treight)	
20	ELOS	
ALTERNATE BUT EQUAL MATER	IALS ACCEPTABLE? ("X" ONE:) YES ()	NO (X)
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STREET ADDRESS:	Go Frey Industries offices	
CITY, STATE, & ZIP CODE:	A Juna	
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START DATE: 4-16-9 CLASS VENDOR CODE 30 0 6 5 80 85 FRGHT. CARRIER F. ACCT. PAY PO N C A F 1 PCT DAYS QUAL. TO TOM SLAMM. DO NOT DUPLICATE. THIS ORDER SUP BUYER NAME: WM UPFRONT: Yes V No LOCATED SQURGE: Original / ADDRESSED PRICE: Negotiated IMPROVED TERMS: Legal / Pi CLIENT DELIVERY REQUESTED	SHIP / END DATE: BUYER REC. LOC. SHIP TO CODE 310 0916 CARRIER NAME SHPG. MODE 12 12 PRINT INV. TO LOC. RE AT VENDOR PHON AT VENDOR	VALUE AUTHORIZATION 250.00 COMMODITY CODE 4400 SETYPE NET 30 F C F. ORDER NO. E (714) 638-8787
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BB/WCC SITE REQUISITION FORM PURCH. DEPT. FAX 908-563-6032

15/23/97	
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DATE SUBMITTED: 2/21/97			
REQUISITIONER: R. MARTINEAU			TEL. NO.: 908-563-5850
LOCATION:BBTC	E	LDG.:95	ROOM:208
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SUGGESTED VENDOR:	COLUMBIAN CHEMICALS	Frey	Industrio
STREET ADDRESS:	7 CENTRE DRIVE, SUITE 2		
CITY, STATE, & ZIP CODE:	JAMESBURG, NJ 08831		
TELEPONE NUMBER:	800-257-5076		
FACSIMILE NUMBER:	609-395-8196		
NAME OF CONTACT PERSON:			
		URCHASE IS	S OVER \$5,000.00, PROVIDE:
JUSTIFICATION FOR SOLE SOURCE	<u>=:</u>		
DATE REQUIRED:3/15/97		The second of th	<u> </u>
PRIORITY CODE (E = EMERGENCY, C = CRI	TICAL DATE OR R = ROUTINE DELI	VERY):	C
TO BE USED FOR: (SPECIFIC USE C	OR PROJECT NAME. IF CON	TRACTOR SERV	ICE, SPECIFY ON OR OFF SITE)
• ELASTOMERS R&D			
REQUISITION VALUE: \$		DATE:	
APPROVED BY:		AN	SIGNATURE: "E-MAIL" FROM THE AUTHORIZED APPROVER IS REQUIRED

ACCOUNTING CHARGE NUMBER

* MINIMUM

PRIMARY	DIVISION OF EXPENSE	DIVISION LOCATION	INDEX	FIRST ORDER NO.	SECOND ORDER NO.
(6 DIGITS)	(3 DIGITS)	(6 DIGITS)	(2 DIGITS)	(8 DIGITS)	(5 DIGITS)
*104640	*135	*750916			

IF MULTIPLE CHARGE NUMBERS REQUIRED-INDICATE THE CHARGE NUMBER WITH "LINE ITEM" BELOW

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pails

BB/WCC SITE REQUISITION FORM PURCH. DEPT. FAX 908-563-6032



DATE SUBMITTED: 2/21/97			<u> </u>		
REQUISITIONER: R. MARTINEAU			TEL. NO.: 908	3-563-5850	
LOCATION:BBTC BLDG.:				ROOM:208	
SUGGESTED VENDOR:	COLUMBIAN CHEMICALS	s Ubitor No	d. Pkgg		
STREET ADDRESS:	7 CENTRE DRIVE, SUITE	2			
CITY, STATE, & ZIP CODE:	JAMESBURG, NJ 08831			2	
TELEPONE NUMBER:	800-257-5076				
FACSIMILE NUMBER:	609-395-8196				
NAME OF CONTACT PERSON:					
* IF ONLY ONE VENDOR IS		PURCHASE I	S OVER \$5,	,000.00, PRC	VIDE:
JUSTIFICATION FOR SOLE SOURCE	<u>=:</u>				
DATE REQUIRED:3/15/97					
PRIORITY CODE (E = EMERGENCY, C = CRI	TICAL DATE OR R = ROUTINE DE	ELIVERY):	С		
TO BE USED FOR: (SPECIFIC USE C • ELASTOMERS R&D	OR PROJECT NAME. IF CO	NTRACTOR SER	/ICE, SPECIFY (ON OR OFF SITE)	
REQUISITION VALUE: \$		DATE			
APPROVED BY: R Bernier		1A	"E-MAIL" FR	NATURE: OM THE AUTHO R IS REQUIRED	

ACCOUNTING CHARGE NUMBER

* MINIMUM

PRIMARY	DIVISION OF EXPENSE	DIVISION	INDEX	FIRST ORDER NO.	SECOND ORDER NO.
(6 DIGITS)	(3 DIGITS)	(6 DIGITS)	(2 DIGITS)	(8 DIGITS)	(5 DIGITS)
*104640	*135	*750916			

IF MULTIPLE CHARGE NUMBERS REQUIRED-INDICATE THE CHARGE NUMBER WITH "LINE ITEM" BELOW

Scope							
,,	IIT/MEAS.	DESCRIPTI	ON			UNIT PRIC	Ε
		CARBON BLACK	- 0 2 2	a cont		420	
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DELIVER TO ADD	RESS IF DIFFER	RENT FROM ABOVE:				VII	
NAME:							
STREET ADDRES	S:						
CITY, STATE, & ZI	P CODE:						
TELEPONE NUMB	ER:						
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PURCHASE OF				ARTMENT		SWT X	
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- , 7/4/5/-5

* pool chemials - insext lid gasket lehr me + pints 240 Lellen! Neognene gashet gang or black which 3.00 white - next week. \$\langle \langle \lang sure-seal gasket 168 pullet 16k pinks Syll gray pail Janet Popers

nietie pouts 5000 lb in 50 lb. bags 100 24 pails ready for shipment - 5 get black order for 3600 16 some in 5gol friendly - Plant Mar not set up to do 3600 165 all same product. someone out there -Messenger un - 12 mm various grades who to get custom Pkgg est. out reprobable 0916-485079 reciby Rick Messenger owner of 201-344-4200 3600 up to 5000 in 50 16 bags > Wike Roman 520 12 pullet 7 2012-2888

Hollmann RL (Ron)

From:

Sent:

To:

Bernier RJ (Robert) Friday, February 21, 1997 4:47 PM Hollmann RL (Ron) Martineau RA (Ronald)

Cc: Subject:

FW: Carbon Black N-650

Ron,

Could you process this PO.

Thanks.

Robert

From: Martineau RA (Ronald)
Sent: Friday, February 21, 1997 12:32 AM
To: Berneier RJ (Robert)
Cc: Paeglis AU (Role) Subject: Carbon Black N-650

Robert,

Please forward attached PO to Ron Hollmann with your approval.

It is for the purchase of 3600 lbs of N-650 carbon black in 5 gal pails. The pails are necessary to eliminate environmental/health issues inherent in the handling of carbon black and also to reduce exposure of the material itself to moisture (humidity).

If Columbian balks at the 5 gal pail request, we should be prepared to have a third party do it even if it costs a few \$\$ more.



N-650 Standard.doc

Ron

							ORDER DATE AR		INLESS		
PUF	RCHASE [REQUISITIONED	Martineau	REQUISITION NUMBER	Bldg.	95	04/30/97	SF	PECIFIED AT LINE ITEM	PAGE	1.
	DER UNION CARBIDE	UNION,	CARBIDE CORPOR				ADDRESS RL HOLLI CORRESPONDENCE F.O. BO	₹ 670		3	
NO.	0916-485082	\$	POLYOLE	FINS DIV.			908-563	ROOK, NJ -5170	0880	95	
SELLE	R		(H	EREINAFTER CALLED "BUYER" SHIP TO	")		MAIL INVOICE IN D	JPLICATE TO			
	INDUSTRIES IN N: JANET ROGI			UNION CARBID			UNION CARBI ATTN: INVOI	CE AUDITI		N	
	CORPORATE PI TTANOOGA TI (HEREINAFTER C	N 37419		C/O FREY IND 29 RIVERSIDE NEWARK BUYER HEREBY ORDERS U	NJ 0710	4	P.O. BOX 86 SO. CHAS. Including the additional terms on the re	WV 253			_
	PAYMENT: BO DAYS		F.O.B. POINT: SHIPPI	NG POINT		TF	RANSPORTATION CHARGES (SEE NOTICE ON REVE BUYER COLLECT	RSE SIDE HEREOF)	CCOUNT (OF:	
SHIP VIA: YELLU	OW FREIGHT	TI	RUCK-PACKAGE	SUBJI NO	ECT TO STATE/LOCAL S	SALES/USE TAX	(?				
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WHEN ACKNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE ACKNOWLEDGE ONLY IF SHIPPING DATE, PRICE. OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

PURCHASING

RIXIALL

LAST PAGE

ADDITIONAL TERMS

- 13. ATTY: seller warrants that the goods will conform to description and specifications and will be tree from eli defects in material and workmanship and all time to descent tother than Buyer's design). Buyer shall have the right to inspect and test any goods before acceptance if such inspection and test are made within a sold time of as provided in the specifications. Seller shall pay the cost of inspecting and testing of goods rejected and all transportation charges thereon. Upon a 1-s in Buyer, Seller, at its sole expense, shall repair, or replace flob, Seller's plant all or any part of any machinery or equipment covered by this order which proves. It come (1) year from the date it is placed in operation but not later than eighteen (18) months from date of shipment, to be defective in material or workmanship.
- Q1 ANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense
- FRANSPORTATION CHARGES: Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, ch. 35 ages shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where apportunion charges are allowed to Buyer by Seller, such allowance shall not be less than the actual treight charges paid by Buyer or, where Buyer performs the ansportation, such allowance shall be in an amount equal to the freight charges which you would have been assessed for a like movement via common carrier.
- 1951 IVERY: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contains not enight, shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless specified on the tace hereof. Time is the except such goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified. Buyer may either (i) refuse accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the most especificus means of transportation whereupon any additional apportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.
- INVOICES: Unless otherwise respected by Buyer, invoices shall tai be rendered separately for each delivery; (b) cover not more than one order; (c) be rendered a children noted thereon.
- FATENTS: Except as hereinafter limited. Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from not ingement of alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any statest proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and sense and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit a proceeding without the prior written consent of Saller. Furthermore, in the event that buyer should be enjoined in such suit or proceeding from using any of the goods delivered hereunder. Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any officency said goods at Seller's expense and to Buyer the amount paid to Seller therefor. The provisions of this paragraph, however, shall not apply to the use of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.
- INSTALLATION AND WORK: In the event that any of the goods requires, in connection with the installation thereof or work thereon, the services of a aperxism, expert or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervism, expert or ther person in performing such services shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for his acts and omissions and exclusive hability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.
- INSURANCE: Prior to Seller's commencing any work under the QUALITY paragraph or other terms of this order on property owned or controlled by Buyer or by say other party on whose property the goods are installed. Seller shall, at its expense, procure and maintain Workmen's Compensation to the extent required by law and contractor's Bodily Injury Liability and Property Damage Liability insurance (including Contractual Liability covering the indemnity set forth in the next paragraph) in such an are approved by Buyer. Prior to commencing any such work, Seller shall furnish to Buyer written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation shall be given to Buyer at least fifteen (15) days prior to the flective date of such cancellation. Seller shall furnish to Buyer certificates, identified by the number applicable to this Purchase Order, as evidence that the above numbered has been procured and is being maintained, and naming Buyer as an additional insured. The insurance certificates covering Seller's Workers Compensation to a procured and is being maintained and naming Buyer as an additional insured.
- INDEMNITY: PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save harmless Buyer, any party on whose property the goods are installed, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character whatsoever, for bodily injury, siekness and/or disease, including death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in, on or about the property of Buyer or the site of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with any work under the QUALITY paragraph or other terms of this order or with the performance of or failure to perform said work, whether or not such injury, sickness, disease and/or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for loss or destruction of damage to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents.
- VORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.
- DRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.
- FMR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.
 - ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.
- NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any aubsequent breach, whether of the same or of any other term of this order.
 - RUMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.
 - 130 VERNISG LAW: The validity, interpretation, and performance of this order shall be governed by the law of the State in which this order is assued by Buyer.
- MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made to be and on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This order assents the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties of a context of the course of dealing nor usage of trade shall be used to interpret, constitute, quality, explain or supplement any of the terms of the order. This order shall not be amended except in writing signed by the parties hereto.
- CUSTPLIANCE WITH LAWS: Seller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this order, including but no later as applicable result. Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONSECREGATED FACILITIES FAR 52,222-21.

 3.0 M + 04-06 TUNITY FAR 52,222-26, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS FAR 52,222-35, 87 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52,222-36, FFILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISABLED BUSINESS CONCERNS FAR 52,221-8, 9 and UTILIZATION OF LABOR SURPLUS AREA CONCERNS FAR 52,220-3, 1 which to the extension of the concerns and orders applied to this order.

ORDER DATE UNLESS SPECIFIED PAGE. **PURCHASE** AT LINE ITEM Mirchael Charles and Charles and Carlotte BOL FIRE LABOUR ORDER UNION CARBIDE ADDRESS CORRESPONDENCE CONTRACTOR CONTRACTOR NO. PRO ALSORT TO: FIRTHER IND HIV. CONTROL OF THE CONTROL 95 BL 563-517JU (HEREINAFTER CALLED "BUYER") SELLER SHIP TO MAIL INVOICE IN DUPLICATE TO IN THURSTALL FOR THE UNION CARBLUE CORPURATION TREFOR CARBITOE CARBOTER BUTTEL JANE 1 MOREKU OMITTING BUILDING AUTTA C/O FREY IMOUSIRIES, INC. P.O. 80% 9590 29 RIVERSIDE AVE. THE COMPARATE PLACE SO. CHAS. tall and the state of 18 97419 N.J 07104 · Gall APHA Day MEMARIE (HEREINAFTER CALLED "SELLER") BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF TERMS OF PAYMENT: FRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF: FOB POINT INTERPOLATION SUBJECT TO STATE/LOCAL SALES/USE TAX? SHIP VIA: TRUCK PACHACE QUANTITY ITEM U/M UNIT PRICE DESCRIPTION SPECIAL INSTRUCTIONS ORDERED THE PURCHASE ORDER DESCRI. 5 GALLON SPAY FAILS DIE 1/40 PRICE: \$2,30 FA. T. 10 (Child Warning) NUMBER THAT APPEARS AT TOP LEFT MUST APPEAR ON ALL PACKAGES, INVOICES SHIP VIA YELLOW PREIGHT "THIRD PARTY COLLECT." AND B/L PERTAINING TO THIS ORDER IS EXEMPT FROM DEM JORSEY SALES AND USE THIS ORDER. TAX. BUYER'S EXEMPTION NUMBER IS 131-27-7-80. PLEASE ADVISE PURCHAS-ING AGENT IF ANY TERMS OF THIS ORDER ARE NOT ACCEPTABLE. NOTE: "WHERE TRANSPORTATION IS FOR ACCOUNT OF BUYER ON SHIP MENTS SUBJECT TO ITEM 33800 OF UNI FORM FREIGHT CLASSIFICATION NO. (RAIL) AND/OR ITEM 33465 OF NATIONA MOTOR CLASSIFICATION NO. 15 OR ITEM 60000 OF NATIONAL MOTOR CLASSIFI CATION NO. A-6, OR SUCCESSIVI ISSUES THEREOF, THE RELEASEI VALUE OF THE SHIPMENT SHALL B ENTERED ON THE BILL OF LADING NO EXCEEDING 50 CENTS PER POUND II THE MANNER PRESCRIBED IN SUCI ITEMS." LAGI PAGE ACKNOWLEDGED AND ACCEPTED DEFINITE SHIPPING DATE SHIPMENT WILL BE MADE FROM SIGNED FOR SELLER DATE 4.18.97 m&m < lidustries, the. 00 271119

ADDITIONAL TERMS

OF ANTITY: Good: shipped in excess of quantity designated in this order may be returned at 8. Her a expense

IRANSPORTATION CHARGES: Except as otherwise manually; greed to in writing the water analyses on charges are equally at right at least the first specific form the exact the lowest legal traight charges of the cause of the court or testing specific histories in affect on the case of stopes of some respectation charges are allowed to Boyer by Seller, such allow are shall not be less than the area of the gift charges paid by Payer or sold in a position, an appearation, such allowance shall be on an amount equal to the freight charges which you would have be in a wassel for a like the court of the cou

DELIVERY: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Boyer's order number, visit in number, countried weight, shall contain an itemized packing slip. No charges will be allowed for packing, craine, freight express or cautage anders specified on the case hore at time of the essence berest. It any goods are not delivered within the time specified in this order, or within a crassmable time if no time is specified. Buyer may either or countried such goods and terminate this order, or till cause. Selber to ship the goods by the most expeditions means of transportation whereupon any additional transportation charges in excess of those which would apply for the asual areans of transportation shall be for the account of Selber.

VNOICES: Unless otherwise requested by Bayer invoices shall cal be rendered separately for each delivery, (b) cover not more than one order, (c) be rendered with order number noted thereon.

PATENTS: Except as hereinater finited. Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss an sing for intringement or alleged intringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall detend or sealer at its own expense any uit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such and or proceeding and significant more major and assistance by Buyer for the defense or sentement thereof, and provided further that Buyer shall not settle or compension any such any or proceeding without the prior written consent of Seller Furthermore, to the event that buyer should be enjoined in such suit or proceeding from using any of the goods delivered bereinder. Sellen, at its option, shall promptly either (i) secure termination of the infunction and proceed for Buyer the right to use such goods without any obligation or hability, (ii) replace and pasts with non-intringing goods or modify rame to become non-infringing all at Seller 10 persecunded to Buyer the amount paid to Seller therein. The provisions of the processing his wayer, shall not apply to the goods of seller therein.

SSTALLATION AND WORK: It means that any or the goods required in connection with the histallation shower or well the control of a general aspect or other person connected with or employed by Seller, and Seller agrees to hands the same, either with or validate charge. The remaining such services shall not be deemed to be the agent or employed of Payer and Seller assumes tall responsibility as a more allowed providing the fact of several providing the subjects control by the fact of several as the providing such any of the subjects control by the fact of several as the providing seller assumential.

1884 Revol. E. Prior to Seller's commencing any work under the QUALITY paragraph is other terms of tidenties an properly exceed at consolidate below to the properly the peaks are installed. Soller shall in its expense, procure and maintain Work and "Commerce controlling to a major below to the properly Damage Liebblay insurance, the facility Conductional Liabblity covering the macroning action to the commencing are six expense. Softer shall be soft to the conduction of the facility of the properly of the

CVM ADMIY: PRESIGN. HAMAGE RESPONSIBILITY: Solve shall indemnify and save harmin silvay, any pure on whose deposed if poor industrial exhibition, hospes, damages and expenses, of may horacter what once, so body many, so body many, so body many in the responsibility of the foregoing, sustained by any ampleyer of Seller, or of a subconsector of heller which was in any or a posterior of heller when he per in Rape, or the site of institution of the goods, if or where such injury, ackness, discuss and/or death was in any or a consected with the performance of or failure to perform said work, whether a not made injury status is discussed in the many way connected with the regimence of Boyer, the aforested purey or any of their coupleyees or agents. Follow shall be temporally and final how as in any any country of all roots, equipment and other personal property of Seller, any anceomactor of Seller, any of their employees or agents, whether or we can be teached as the many day connected with the negligence of Buyer, the aforested purey, or may of their employees or agents, whether or we can

I ORCE MAJEUVE: Neither party hereto shall be hable to the other for detaalt or delay in performing its obligations becomder if caused by fire, strike, our, ver, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other senitar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any sent occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be midde by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

DR YWORGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Soller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

NON-WAIYER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer

GOVERNING LAW: The validity, interpretation and performance of this order shall be governed by the law of the State in which this order is issued by Bover,

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance if this order constitutes in acceptance of an offer, such acceptance is expressly made croaditional on Seller's acceptance to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This is refer constitutes the cable agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warrantes. The color of performance nor course of dealing nor usage of trade shall be used to interpret, constitute spallity explain or supply ment any of the terms of the source of performance nor course of dealing nor usage of trade shall be used to interpret, constitute spallity explain or supply ment any of the terms of the source of performance in a course of the partie. This color shall not be accepted except in writing signed by the partie, hereto

COMPLIANCE WITH LAWS: Soller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this order, including bay not limited to applicable Federal Acquisition Regulation Clauses relating to SPELER'S CERTIFICATION OF NONSEGREGATED FACTURITYS PAR 52,222-21.

QUAL OPPORTUNITY FAR 52,222-26, AJETRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS FAR 52,222-35, SUAFIMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52,222-36, URBATION OF SMALL BUSINESS CONCRESS AND SMALL SEATON FAR 52,220-3, I which to the extent applicable are hereby incorporated into this order.

COMMAND #122

DATE TIME TO/FROM MODE MIN/SEC PGS STATUS 001 4/16 15:16 917146381326 EC--S 01"23 003 OK

(FACSIMILE COUER SHEET-COUNT AS PAGE 1)

UNION CARBIDE CORPORATION



BOUND BROOK, NEW JERSEY - PURCHRSING DEPARTMENT **BUILDING 71, SECOND FLOOR** FRCSIMILE NUMBER 988-563-6832

DATE:		0-97	PRGE 1 OF 3
FRCSIMILE NU	MBER: 714-	638-1326	Adams a strict to part with the process process and the supplying a process of the second and the supplying a second and the supp
TO: (NRME)	Tony	Shonga	
LOCATION:	Somewhere	in snuny (CA "
		,	- Hebla
FROM:	(NRME) R	ON HOLLM	MANN
TELEPHONE NU	MBER: <u>90</u>	8-563 -5	170
NOTE:_	Tony		n:0916-485081
I would y	hind poil 15	best also.	what's the difference
~ mile?			
Enelsel	is the spec	# 6853 A x	for John's suggestion.
Also is a d	imensions 9	need on The	pails - Kind of small, I
hope you c	an read it		A. A
Ship to	address:	Union Carbid	corp.
	Alleran		lustries and.
		29 Rive	nside Ave
		attni G	
		and mi	The state of the s

UNION CARBIDE CORPORATION



BOUND BROOK, NEW JERSEY - PURCHASING DEPARTMENT BUILDING 71, SECOND FLOOR FACSIMILE NUMBER 908-563-6032

DATE:		4-16-97	PAGE <u>1</u> OF <u>3</u>
FACSIMI	LE NUMBER: 7	14-638-1326	
TO: (N	NAME) Ton	y Shouga	
COMPAN	Y: Nexus	"West" Leve in Sunny	
LOCATION	v: somewh	ere in sunny	CA "
			- Walth
FRON	1: (NRME) _	RON HOLI	LMANN
	NÉ NUMBER:	908-563-	
NOTE	Tony		n: 0916-485081
I was	Me think Fo	il is best also	. what's the difference
in price	. ?	•	
Eneli	sed is the	pec # 6853 A	for John's suggestion re pails - kind of small, I
Also is	a dimensions	, sheet on the	re pails - kind of small, I
hopey	un can read	*	•
	*		•
51	rip to address	4: Union Carb	orde corp.
			industries duc.
	1	29 14	iverside Ave MK, NJ 07104
	10-1 designed 24-10 (A-12-15) - 17-17 (A-12-15) - 17-17 (A-12-15) (A-12-15) (A-12-15) (A-12-15) (A-12-15) (A-12-15)		Gloria

UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC.

PRODUCT:

Polyethylene

DIVISION

Polyolefins

PAGE:

Page 1 of 2

Container Specification.



PACKAGING ENGINEERING Bound Brook, NJ 08805

SPECIFICATION CODE NUMBER:

6853-A

DATE OF PREVIOUS ISSUE:

DATE OF THIS REVISION:

10-31-90

Type:

Seamless Polyethylene Liner

(used with Octagonal Container 2027),

Locations:

All Polyolefins locations.

Design:

Gussetted, Open Mouth

Size:

Inches

Width:

12"

Length:

34"

Gusset:

611

Construction:

1. .003

Natural, Virgin, LD Polyethylene Regin

Total: 3 mil

Tolerances:

Gauge:

± 10%

Length:

+ 1/2"

Width:

+ 3/8"

Special Requirements:

- 1. Liners to possess high slip properties with a maximum C.O.F. rating of 0.2.
- 2. The average impact resistance when tested in accordance with U.S. Department of Commerce Specification CS-227-59 shall be a minimum of 190 grams.
- 3. Liners to comply with NSPS-B-5 Specification.
- 4. Two (2) outturn samples from each production run must be sent at time of shipment to:

 J. F. Kantz Building 127

Union Carbide Chemicals and Plastics Company Inc. 1 River Road; P. O. Box 670 Bound Brook, New Jersey 08805

:\LINER\6853

NOTE: Refer to general section for common requirements, drawings, packing and shipping instructions by locations, and explanations.

Approval Africa A Part

					ORDER DATE	SHIP TO ARRIVE BY		NLESS
PURCHASE	REQUISITIONED BY	REQUISITION NUMBER	H95		05/08/97		AT	CIFIED LINE TEM
ORDER UNION CARBIDE	UNION CARBIDE CORPO	RATION		ADDR CORRESPO		HOLLMANN . BOX 670		
NO. 0916-485081	POLYOL	EFINS DIV.		тс): BOUt	. DOA 070 ND BROOK, -563-5170		08805
		(HEREINAFTER CALLED "BUYER	")					

SELLER	SHIP TO		MAIL INVOICE IN DUPLICATE TO	•
NEXUS PLASTICS INC	UNION CARBIDE CORPORATION		UNION CARBIDE CORPORATION	
ATTN: TONY SHOMGA			ATTN: INVOICE AUDITING	5
	C/O FREY INDUSTRIES, INC.		P.O. BOX 8690	
P 0 B0X 667	. 29 RIVERSIDE AVE.		, SO. CHAS. WV 25303	
_HAWTHORNE NJ 07507	_NEWARK NJ 07104			_
(HEREINAFTER CALLED "SELLER")	BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INC	CLUDING THE A	ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF:	

TERMS OF PAYMENT: TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF: F.O.B. POINT: NET 30 DAYS SHIPPING POINT BUYER PREPAID SHIP VIA:

SUBJECT TO STATE/LOCAL SALES/USE TAX? MISC-SURFCE UNITED PARCEL NO

						D/I	T	O LOC.
ITEM	QUANTITY ORDERED	U/M	UNIT PRICE	DESCRIPTION	TO ACCT	IN	FIRST	ORD NO.
	ONDENED					C&P	C/F	PROJ.
				SCOPE: 240 SEAMLESS POLYETHYLENE PAIL LINERS PER UCC SPECIFICATION CODE #6853-A, BATED 10/31/ TO ARRIVE BY 5/26/97. (LOT PRICE \$250.00 PLUS UP FREIGHT). SELLER SHALL SHOW BUYER'S PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS, SHIPPING NOTICES AND INVOICES. THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND UTAX. BUYER'S EXEMPTION NUMBER IS 131-421-730. DO NOT DUPLICATE. THIS ORDER SUPERSEDES VERBAL ORDER OF 04/17/97 TO TONY SHOMGA AT VENDOR PHONE NO. (714)638-8784.				
				LAST PA	GE /			

WHEN ACKNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE ACKNOWI FDGF ONLY IF SHIPPING DATE. PRICE. OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

PURCHASING

PAGE

ADDITIONAL TERMS

17 34 TY: Seller warrants that the goods will conform to description and specifications and will be free from all description material and workmanship and all the edge to the right to inspect and test any goods before acceptance if such inspection and jest are made within a conforming as provided in the specifications. Seller shall pay the cost of inspecting and testing of goods rejected and all transportation charges the contribution and part of any machinery or equipment covered by this order which proves, the most trayear from the date it is placed in operation but not later than eighteen (18) months from date of shipment, to be defective in material or workmanship

QUANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense.

FRANSPORTATION CHARGES: Except as otherwise mutually agreed to in writing. (a) where transportation charges are separately charged to Buyer by Selter, in charges, shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and the where experiation charges are allowed to Buyer by Selter, such allowance shall not be less than the actual freight charges paid by Buyer or, where Buyer performs the reportation, such allowance shall be in an amount equal to the freight charges which you would have been assessed for a like movement via common carrier.

DELTVERY: The goods shall be properly packaged for shapment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents as 1 weight, shall contain an itemized packing slip. No charges will be allowed for packing crating, freight express or carrage unless specified on the face hereof. Time is 1 the essence hereof. If any goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified. Buyer may either (i) refuse accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

1XVOICES: Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one order; (c) be rendered with order number noted thereon

PATENTS: Except as hereinafter limited. Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from artingement or affeged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and given authority information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit in proceeding without the prior written consent of Seller Furthermore, in the event that buyer should be enjoined in such suit or proceeding from using any of the goods letwered hereunder. Selfer, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any adjustion or liability. (ii) replace said goods with non-infringing goods or modify same to become non-infringing all at Selfer's expense and to Buyer's satisfaction, or the remove said goods at Selfer's expense and refund to Buyer the amount paid to Selfer therefor. The provisions of this paragraph, however, shall not apply to the use of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

INSTALLATION AND WORK: In the event that any of the goods requires, in connection with the installation thereof or work thereon, the services of a covery or, expert or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervisor, expert or other person in performing such services shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for his acts and onitionous and sachusive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.

INSURANCE: Prior to Seller's commencing any work under the QUALITY paragraph or other terms of this order on property owned or controlled by Buyer or by any other party on whose property the goods are installed. Seller shall, at its expense, procure and maintain Workmen's Compensation to the extent required by law and Contractor's Bodily Injury Liability and Property Damage Liability insurance (including Contractual Liability covering the indemnity set forth in the next paragraph in such amounts as are approved by Buyer. Prior to commencing any such work. Seller shall furnish to Buyer written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation shall be given to Buyer at least fifteen (15) days prior to the effective date of such cancellation. Seller shall furnish to Buyer errificates, identified by the number applicable to this Purchase Order, as evidence that the above magnate has been procured and is being maintained, and naming Buyer as an additional insured. The insurance certificates covering Seller's Workers Compensation is surance shall indicate a waiver of subrogation against Buyer.

INDEMNITY: PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save hannless Buyer, any party on whose property the goods are installed, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character whatsoever, for bodily injury, sickness and/or death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in, on or about the property of Buyer or the site of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for loss or damage to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents.

FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

BRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any absorption breach, whether of the same or of any other term of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.

GOVERNING LAW: The validity, interpretation, and performance of this order shall be governed by the law of the State in which this order is issued by Buyer.

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made and between the followed on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This order is the course agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties the course of performance nor course of dealing nor usage of trade shall be used to interpret construct qualify, explain or supplement any of the terms of the sale, this order shall not be amended except in writing signed by the partors hereto

G-PAPS JANCE WITH LAWS: Seller shall comply with all laws ordinances, and government rules, regulations and orders applicable to this order including but no limited its applicable Federal Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONSEGREGATED FACILITIES FAR 52,222-21, 2013 OFFORTHMETY FAR 52,222-26. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA METERANS FAR 52,222-35, 87 MERCAL DIVIDADE FOR HANDICAPPED WORKERS FAR 52,222-36, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISABLAND MATAGED BUSINESS CONCERNS FAR 52,229-3, 4, which to the extean applicable are hereby incorporated into this order.



Frey Industries, Inc.

A Total Physical Distribution Concept

CORPORATE OFFICE. 1099 Wall Street West . Suite 246 Lyndhuist. New Jersey 07071 Phone 201-842-2988 • Fax: 201-842-8544

May 22, 1007

Ronald Coleman Union Carbide Corp. FAX: 908-563-6032

RE: CARBON BLACK REPACKAGING PROJECT

Dear Ron,

We have completed the subject repackaging request and are a little concerned that we have not received any paperwork with reference to this project.

FREY

I would appreciate your forwarding as much information as possible to our Lyndhurst office, so we can complete all facets of this job.

Thank you.

Sincerely.

Tilghman B. Frey

TBF/gp

c.c.: B. Maleta

T. Sheehan

R. Van Note

PURCH	ASE
ORDER	UNION CARBIDE

			ORDER DATE	ARRIVE BY	UNLESS	
R. MARCHINEAU	REQUISITION NUMBER	BLUG 95	05/23/97	05/30/97	SPECIFIED AT LINE ITEM	PAGE

UNION CARBIDE CORPORATION

RL HOLLMANN **ADDRESS** correspondence P.O. BOX 670

BOUND BROOK, NJ 08805 908-563-5170

NO 0916-483079

ATTN: TEU FREY

FREY INDUSTRIES INC

29 RIVERSIDE AVENUE

NJ 07104

(HEREINAFTER CALLED "SELLER")

POLYOLEFINS DIV.

(HEREINAFTER CALLED "BUYER") SHIP TO

ATTN: RECEIVING

MAIL INVOICE IN DUPLICATE TO

UNION CARBIDE CORPORATION ATTN: INVOICE AUDITING

P.O. BOX 8690

WV 25303

BLDG. 5

141 BAEKELAND AVE., EAST GATE PISCATAWAY

UNION CARBIDE CORPORATION

NJ 08854

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF:

SO. CHAS.

TERMS OF PAYMENT: NET SO DAYS

NEWARK

SELLER

F.O.B. POINT: SHIPPING POINT TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF:

BUYER COLLECT

SHIP VIA:

LINDEN MOTOR FREIGHT TRUCK-PACKAGE

SUBJECT TO STATE/LOCAL SALES/USE TAX?

PRI ACCT D/E TO LOC. QUANTITY IN FIRST ORD NO. **DESCRIPTION** TO ACCT ITEM U/M **UNIT PRICE ORDERED** 2nd ORD. NO. C&P C/F PROJ. 104640 135 750916 0001 3600 LBS .30 N-650 CARBON BLACK REPACKAGED FROM 50 LB. BAGS TO 5 GALLON PAILS. SELLER TO UTILIZE A LINER FOR EACH PAIL AND TIE THE LINER OFF BEFORE CLOSING THE PAIL SEEMELY TO PREVENT MOISTURE BEING ABSORBED BY THE CARBON BLACK, BUYER WILL SUPPLY THE CARBON BLACK AND THE PAILS, LINERS AND PALLETS. SELLER SHALL SEE THAT THE DELIVERING CARRIER HAS BUYER'S PURCHASE ORDER NUMBER CLEARLY INDICATED ON THE PACKING LIST AND BILL OF LADING FOR EACH DELIVERY HEREUNDER. BUYER'S ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE. ETC. TO RECEIVE PROPER HANDLING. THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE TAX. BUYER'S EXEMPTION NUMBER IS 131-421-730. DO NOT DUPLICATE. THIS ORDER SUPERSEDES VERBAL GRDER OF 04/09/97 TO TED FREY AT VENDOR PHONE NO. (201)268-2349. TOTAL ORDER PRICE 1080.00 LAST PAGE

WHEN ACKNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE ACKNOWLEDGE ONLY IF SHIPPING DATE, PRICE, OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

ADDITIONAL TERMS

- A STYY: seller warrants that the goods will conform to description and specifications and will be tree from all detects in material and workmanship and all to use to design tother than Buyer's design). Buyer shall have the right to inspect and test any goods before acceptance if such inspection and test are made within a pair time or as provided in the specifications. Seller shall pay the cost of inspecting and testing of goods rejected and all transportation charges thereon. Upon a fluver, seller at its sole expense, shall repair, or replace flo.b. Seller's plant, all or any part of any machinery or equipment, overed by this order which proves, as some (1) year from the late it is placed in operation but not later than eighteen (12) months from date of shipment, to be defective in unterfal or workman-hip
- 43 ANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense
- 123 NSPORTATION CHARGES: Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, or sharges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where many outsion charges are allowed to Buyer by Seller, such allowance shall not be less than the actual freight charges paid by Buyer or, where Buyer performs the disportation, such allowance shall be in an amount equal to the freight charges which you would have been assessed for a like movement via common currier.
- 18EEV: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Boyer's or for number, stock number, contents of eight, shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless specified on the face hereof. Time is a for excace hereof. If any goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified. Buyer may either (i) retase accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the cost expeditions means of transportation whereupon any additional stagsportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.
- INVOICES: Unless otherwise requested by Boyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one order; (c) be tendered out order noted thereon.
- PATENTS: Exacpt as hereinafter limited. Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from attingement or alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any off or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and governationity, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that buyer should be enjoined in such suit or proceeding from using any of the goods affected hereunder. Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any supposes and belief in the suppose of the provisions of this paragraph, however, shall not apply to the use of according goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.
- INSTALLATION AND WORK: In the event that any of the goods requires, in connection with the installation thereof or work thereon, the services of a operation, expert or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervisor, expert or other person in performing such services shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for his acts and omissions and cachosive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act improved August 14, 1935, as amended.
- INSURANCE: Prior to Seller's commencing any work under the QUALITY paragraph of other terms of this order on property owned or controlled by Buyer or by one other party on whose property the goods are installed. Seller shall, at its expense, procure and maintain Workmen's Compensation to the extent required by law and Contractor's Bodily Injury Liability and Property Damage, Liability insurance (including Contractual Liability covering the indemnity set forth in the next paragraph) in such amounts as are approved by Buyer. Prior to commencing any such work, Seller shall furnish to Buyer written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation, shall be given to Buyer at least fifteen (15) days prior to the effective date of such cancellation. Seller shall furnish to Buyer certificates, identified by the number applicable to this Purchase Order, as evidence that the above mannates has been procured and is being maintained, and naturing Buyer as an additional insured. The insurance certificates covering Seller's Workers Compensation is attended as waiver of subrogation against Buyer.
- INDEMNITY: PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save harmless Buyer, any party on whose property the goods are unstalled, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character whatsoever, for hodily injury, sickness and/or lisease, including death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in, on or about the property of Buyer or the site of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with any work under the QUALITY paragraph or other terms of this order or with the performance of or failure to perform said work, whether or not such injury, sickness, disease and/or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for loss or destruction of, or damage to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents,
- FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.
- DRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.
- FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so confully on its invoices.
 - ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shaff be void.
- NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.
 - REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and namedies of Buyer
 - GOVERNING LAW: The validity, interpretation, and performance of this order shall be governed by the law of the State in which this order is issued by Buyer.
- DISCELLANEOUS: If this order constitutes an offer, Seller succeptance of this order is hereby expressly limited to the terms of this order and dapment of any of the crossly observed bereamder shall be deemed to constitute such acceptance. If this order constitutes in acceptance of an offer, such acceptance is expressly made and the solder answer to the terms of this order and surprised of any part of the goods govered hereunder shall be deemed to constitute such assent. This order a few and in agreement between the parties bereau pertoning to the subject matter hereof, and there are no oral understandings, representations or warrantic acceptance of performance nor course of dealing nor usage of made shall be used to interpret, construe, quality, explain or supplement any of the terms of this order shall not be amended except in writing signed by the parties beacto.
- COMPLIANCE WITH LAWS: Seller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this order, including but not Excess recognitional dequisition. Regulation Closuss relating to SELLER'S CERTIFICATION OF NONSEGREGATION FACTORISMS FAR 52,222-21, ECRES OF OFFICE OFFICE AND VIETNAM FRA VETERANS FAR 52,222-21, ECRES OFFICE OFFICE

		CHASE CARBIDE		CARSIDE CORPOR	TON			ORDER DATE ARRIVE 05/23/97 05/3 RESS RIL HOLL MA	SPECIFIED PAGE 1 TEM 1
322717675 P.03/04	NO. SELLE GREY ATT	0916-485079			FINS DIV. SABNAFTER CALLED "BUYER") SHIP TO UNION CAPBIDE CU ATTN: RECEIVING BILDG. 5 141 BAEKELAND A	DRPGRATION VE., EAST (,	MAIL INVOICE IN DUPL TWICH CARBIDE ATTN: INVOICE P.O. GGX 2690 SO. CHAS.	BE, NU 08805 170 . LICATE TO — CORPOBATION — AUDITING
9-1-7	TERMS OF		0710	A')	PISCATAWAY NA BUYER HEREBY ORDERS UPON THE	J OŠES4 ETERMS HEREIN CONTA		IARGES (SEE NOTICE ON REVERSE	
798Ø TO	SHIP VIA: INDI	N MOTOR PREI	CHT (RUCK-PACKAGE	SUBJECT TO S	TATELOCAL SALESIUS	E TAX?		
747 75	TEM	QUANTITY ORDERED	U/M	UNIT PRICE		DESCRI	PTION		SPECIAL INSTRUCTIONS
SERVICE CTR304	0061	\$ 500	LBS	.30	N-650 CARBON BL FO 5 GALLON PAID EACH PAIL AND T THE PAIL SEEMEL ABSORDED BY THE THE CARBON BLAC	LS. SHULER IE THE LINI Y TO PREVE! CARBON BL	TO UTILIZE EN OFF BEFO NT MOISTURE ACK. BOYER	TA LIMER FOR DME CLOSTNO E BEING WILL SUPPLY	THE PURCHASE ORDEF NUMBER THAT APPEARS AT TOP LEFT MUST APPEAR ON ALL PACKAGES, INVOICES AND B/L PERTAINING TO THIS ORDER.
FINANCIAL					SELLER SHALL SE BUYER'S FURCHAS THE PACKING LIS CELIVERY MERCUN	E CROCR MU T AND WILL	MBER CLEAR	r indicated th	PLEASE ADVISE PURCHAS- ING AGENT IF ANY TERMS OF THIS ORDER ARE NOT ACCEPTABLE.
11:35 FR					BUYER'S DROWR N CORRESPONDENCE,	UMBER MUST			NOTE: "WHERE TRANSPORTATION IS FOR ACCOUNT OF BUYER ON SHIP- MENTS SUBJECT TO ITEM 33800 OF UNI- FORM FREIGHT CLASSIFICATION NO. ((RAIL) AND/OR ITEM 33465 OF NATIONAL

OWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE SE ONLY IF SHIPPING DATE, PRICE, OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

.97

80

J.

SELLER

1030.00

THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE 80000 OF NATIONAL MOTOR CLASSIFI-

TAX. BUYER'S EXEMPTION NUMBER IS 131-421-730.

DO NOT DUPLICATE. THIS ORDER SUPERSEURS VERBAL

ORDER OF 04/09/97 TO TED PREY AT

VENDOR PHONE NO. (201)268-2349.

TOTAL ORDER PRICE

PURCHASING AGENT

LAST PAGE

ITEMS."

FORM FREIGHT CLASSIFICATION NO. ((RAIL) AND/OR ITEM 33465 OF NATIONAL MOTOR CLASSIFICATION NO. 15 OR ITEL

CATION NO. A-6, OR SUCCESSIVE

ISSUES THEREOF, THE RELEASED

VALUE OF THE SHIPMENT SHALL BE

ENTERED ON THE BILL OF LADING NOT EXCEEDING 50 CENTS PER POUND IN

THE MANNER PRESCRIBED IN SUCH



Frey Industries, inc.

A Total Physical Distribution Concept

CORPORATE OFFICE 1099 Wall Street West • Suite 246 Lyndhurst, New Jersey 07071 Phone: 201 842-2888 • Fax: 201 842-8544

May 29, 1997

R. L. Hollman Union Carbide Corp. FAX: 908-563-6032

RE: REPACKAGING OF N-650 CARBON BLACK

Ron,

Just received your purchase order with reference to the subject repack. Thank you.

I would appreciate your advise with reference to the identifying marks that should be stenciled on each pail since at present we do not have any information (to my knowledge) with reference to the application of a label or appropriate marks,.

Thanks for your help.

Regards,

Tilghman B. Frey

TBF/gp

c.c.: R. Van Note

FACILITY LOCATION • 29-75 RIVERSIDE AVENUE • NEWARK, NEW JERSEY 07104

- BULK TRANSFERS - DRUMMING - PACKAGING - DISTRIBUTION - WAREHOUSING -

MADP II: INVOICE HEADER INQUIRY

PO NUMBER 0916 485079 FREY INDUSTRIES INC	STATUS HISTORY VENDOR CODE 000734152 PO CASH DIS % .000	INV. NO. ENC2INV INVOICELESS STATE TAX PAYMENT CODE N
1099 WALL ST STE 246	PO CASH DIS DAYS 30	COUNTY " " N
LYNDHURST NJ 07071	PO CASH DIS QUAL DA	LOCAL " " N
DIVISION CODE 08	PAYMT DUE DATE 07/27/97	ENTRY AUDITOR GRB
INV DATE 06/27/97	APRVD PAY DATE 07/22/97	APRVL/LAST AUDITOR - GRB
INV RECVD DATE 07/22/97	APRVD MAT 2295.83	ASSIGNED AUDITOR GRB
INV ENTRY DATE 07/22/97	APRVD VARIANCE14-	DOCUMENT TYPE 1
INV REG DATE 07/22/97	APRVD FRT PYMT00	ATTACHMENT 1
INV MAT - 2295.83	APRVD TAX PYMT00	LATE PAY REASON
INV FRT00	APRVD CASH DISC00	REGISTER TYPE 1
INV TAX00 2	APRVD RETN .00	TRANSMITTAL NO 07014
INV CASH DISC .00	APRVD INV PYMT 2295.83	MIT AUTHORIZATION
INV RETNT .00 S	STATE TAX PAID00	PAID BY MIT
INV TOTAL 2295.83 (COUNTY "00	MANUAL AUDIT FLAG N
	LOCAL " "00	AUTO PAYMT FLAG
CASH DISC CODE N I	NET DB/CR 1032.01-	VENDOR CODE PAYMT
INV EXCEPTION FLAG - Y	NET TO VENDOR 1263.82	AUD MAX VAR00
PF1=NEXT INV. PF2=MICRO	FILM PF4=RECEIPTS PF6=VENI	OOR CODE PAY PF8=FINISHED
PF10=PRIOR INV PF3=COMMEN	NTS PF5=D/C MEMOS PF7=ERRO	DRS
I017 THATS ALL		

MAOP II INVOICE AUDIT

POCH REQUEST

REQUEST DATE 07/07/97

LAST PRINT DATE: 07/07/97 NO. TIMES PRINTED: 1 PAGE NO: 1 REPORT NO RIRAL PHONE 304-747-7056 AUDITOR NAME GARY R BLATT PO NUMBER 0916 485079 INVOICE ND F36356 VENDOR FREY INDUSTRIES INC BUYER DISP _ BUYER NAME R L HOLLMANN ADDRESS P.O. BOX 450 NAME SOMERSET, NJ 08875-0450 29 RIVERSIDE AVENUE GMA PHONE 908-271-2032 ADDRESS NEWARK NJ 07104 TITEM RCT-ID/NUMBR QUANTITY U/M UNIT PRICE TRADE DIS VALUE DESCRIPTION 0002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 55.65 PALLETS SUPPLIED JINV READS 7.00 EA 7.9500 AUDITOR COMMENTS: PRICING FOR PALLETS SUPPLIED DISP: _ BUYER COMMENTS: 0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. INV READS 7.00 EA 5.0000 35.00 STRECH WRAP APPLIED AUDITOR COMMENTS: PRICING FOR STRECH WRAP APPLIED PER PALLET 0004 NOT A VALID ITEM NUMBER, THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. INV READS 240.00 EA 4.0000 760.00 PAILS PURCHASED AUDITOR CONMENTS: PRICING FOR PAILS FURCHASED BUYER COMMENTS: .0005 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 159.80 ENVIRONMENT SURCHARGE @ 7.50% OF TOTAL MAT/ INV READS . 1.00 EA 159.8000 AUDITOR COMMENTS: ENVIRONMENTAL SURCHARGE FOR PACKAGING BUYER COMMENTS: DISP: AUTHORIZED SIGNATURE ____

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TO

FREY INDUSTRIES, INC.

3 1 ucc -30 F36356

INVO[CE

A Total Physical Distribution Concept 1099 Wall Street • Suite 246 Lyndhurst, New Jersey 07071 201-842-2888 • Fax 201-842-8544

UNION CARBIDE CORPORATION ATTN: INVOICE AUDITING

P.O. BOX 8690

SO. CHARLESTON, WV 25303

05/31/97

PO# 0916-485079

UPON RECEIPT

TCAMS

,L.2. DESCRIPTION (-)	PRICE	AMOUNT
REPACKED 72 BAGS OF N650 CARBON BLACK @ 50# EACH INTO 240 PAILS @ 15# EACH:		
REPACK BAGS TO PAILS 40X48" Pallet(s) Supplied Stretch wrap applied PAIL(S) PURCHASED Insurance/Environmental Surcharge	0.30/E3. 7.95/PALLET 5.00/FLT. 4.00/EACH 7.50%	1080.00 55.65 35.00 960.00 159.80
Parlantinoon whoods 6-30 NR Chie 24 POCH	TOTAL	2290.45
	REPACKED 72 BAGS OF N650 CARBON BLACK @ 50# EACH INTO 240 PAILS @ 15# EACH: PO#0916-4885079 REPACK BAGS TO PAILS 40X48" Pallet(s) Supplied Stretch wrap applied PAIL(s) PURCHASED Insurance/Environmental Surcharge	REPACKED 72 BAGS OF N650 CARBON BLACK @ 50# EACH INTO 240 PAILS @ 15# EACH: PO#0916-4885079 REPACK BAGS TO PAILS 40X48" Pallet(s) Supplied Stretch wrap applied PAIL(S) PURCHASED Insurance/Environmental Surcharge TOTAL 6:

UNION CARBIDE CORPORATION Financial Service Center P. O. Box 8690

South Charleston, West Virginia 25303

TO: Frey Industries	Date: 6-11
	Purchase Order No.
	914-4885079
Please refer to your invoice, staten	nent, letter # = 36356
dated 5-31-9), for \$ 2290.	
Our records show your invoice was processed for payment on For check in-	Calculation error(s) as indicated. Please submit new invoice.
formation, please call Accounts Payable at (304) 747-3739 or 3737	Invoice attached because we need a copy of the paid freight bill.
We cannot process your statement for payment. Please submit a copy of the invoice(s) referenced.	☐ We cannot process data without correct PO number(s). If PO# not available, please supply UCC Contact Name.
O Any further questions should be referred to: Dept. at the following address:	☐ Invoice attached because the material was rejected and returned on SSO#
	□ No record of receipt of material Please furnish proof of delivery.
COMMENTS #916-488	5079 is not a valid
P.O. #. Please P	roviole a valid
P.O. number	
	\$20 MI SEE SEE SEE SEE SEE SEE SEE SEE SEE SE
	The second secon
Return with Invoice and any additional docu	aments to the above address to the
Day Blott	
Invoice Auditor Phone No.(304) 747- 7056	



UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. Technical Center

FACSIMILE TRANSMISSION

TO:	
	(Company of Department)
ATTENTION:	Ron Hollmann
FAX NUMBER:	7675
FROM:	David Blatt
DEPARTMENT:	Iw. Audit
	304) 747 - 7980 Unicom: 721
COMMENTS:	
Invoice	that was POCN'd
on 7-10	-9>



FREY INDUSTRIES, INC.

A Total Physical Distribution Concept 1099 Wall Street - Suite 246 Lyndhurst, New Jersey 07071 201-842-2888 • Fax 201-842-8544

F36468

UNION CARBIDE CORPORATION TO

ATTN: INVOICE AUDITING

P.O. BOX 8690

SO. CHARLESTON, WV 25303 UCC -30

06/30/97

916-485079

UPON RECEIPT

TEAMS

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	BOL preparation-Frey Insurance/Environmental Surcharge	5.00/BDL. 7.50%	5.00 0.38
-		TOTAT \$:	5.38
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	1080 1080 1080 1080 1080 1263.82 = .0254/16 1263.82	SI .	
	1263.82		

STRAIGHT BILL OF LADING ORIGINAL-NOT NEGOTIABLE

FREY INDUSTRIES, INC.

As agent for: UNION CARBIDE CORPORATION

Delivering Carrier: LINDEN

1 of 1

Release # 229621

Shipper No. 0916485079

Date 06/02/97

TO: Consignee

UNION CARBIDE CORP.

ATTN: RECEIVING BLDG 5

141 BASKELAND AVE. EAST GATE

PISCATAWAY NJ 08854

FROM:

SHIPPER UNION CARBIDE CORPORATION

P.O. BOX 4488

CHARLESTON, W.V. 25364-4488

FREIGHT PAYMENTS

ORIGIN: NEWARK N.I

				ORIGIN: NEW	ARK, NJ	
No. of Units & Container Type	НМ	DESCRIPTION AND (Proper Shipping Identification Number per 17	CLASSIFICATION Name, Class and '2, 101, 172, 202, 172, 203)		Gross Weight Net Weight	美言这
240 PAILS		NON REGULATED CHEMICA CARBON BLACK . 15 LBS PLAST. PAIL 240 PAILS LOT#:E-645	_S P#:CARBON E		4080 LE 3600 LE	The Property of the National Property of the Control of the Contro
	TOTAL	PO# 0916-485079 CONTAINERS: 240	TOTAL GROSS TOTAL NET		4080 LE	
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4-20						Transfer of the second
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			Mach V.	100 NO PE	- A - C - C - C - C - C - C - C - C - C	到证法
PLACARDS TENDER	ED:		FREIGHT CHARGE	S: COLLEC	T 6/2/	97

iose—Where the rate is dependent on value, shippers are equired to state specifically in writing the agreed or lactured value of the property. The agreed or declared value of the property is hereby pecifically stated by the shipper to be not exceeding.

8 lyn Signature

COD Amt: \$

Subject to Section 7 of the conditions, it this shipment is to be delivered to the consigner without recourse on the consigner, the consigner shall sign

the following statement. The carrier shall not make delivery of this shipment without payment of *FREY INDUSTRIES, INC.

C.O.D. FEE PREPAID () COLLECT () CHARGES:

\$ * SIGNATURE OF SHIPPERS AGENT ABOVE IS ALSO INTENDED AS **EXECUTION OF SECTION 7**

RECEIVED, subject to the classifications and testils in effect on the date of the issue of this Bill of Lading, the properly described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigning, and destined as indicated above which said carter (the word carter being understood throughout this contract as magning any person or corporation in possession of the properly under the contract as magning any person or corporation in possession of the properly under the contract agrees to carry to its usual place of delivery at said destination, if on its unit, otherwise to deliver to shother carrier on the route to said destination. It is mutually agreed as

SHIPPER:

FREY INDUSTRIES, INC.

ERG OR EQUIVALENT VERIFIED IN VEHICLE. DRIVER'S INITIAL _ CARRIER:

to each carrier of all or any of, said property over all or any portion of said route to destina-tion and as to each party at any time interested in all or any said property, that overy service to be porformed hereundar shall be subject to all the bill of lading terms and conditions in the governing classafication on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classafication and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CARRIER NOTE: IN THE EVENT OF CHEMICAL SPILLS, LEAKS OR EXPOSURE. CALL CHEMTREC (800) 424-9300 24 HOURS A DAY

POCN REQUEST

LAST PRINT DATE: 07/10/97 NO, TIMES PRINTED: 1

REQUEST DATE 07/10/97
PAGE NO: 4

5

PHONE 304-747-7056 PO NUMBER 0916 485079 INVOICE NO F36468 AUDITOR NAME GARY R BLATT BUYER DISP VENDOR FREY INDUSTRIES INC BUYER NAME R L HOLLMANN ADDRESS P.O. BOX 450 NAME SOMERSET, NJ 08875-0450 AND 29 RIVERSIDE AVENUE PHONE 908-271-2032 ADDRESS NEWARK NJ 07104 ITEM RCT-ID/ JUMBR QUANTITY "UZM" "UNIT PRICE" TRADE DIS VALUE DESCRIPTION 0002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. INV READS 1.00 EA 5.0000 5.00 B.O.L.PREPARATION BY FREY AUDITOR COMMENTS: CHARGED \$5.00 PER BOL -- FAXED INVOICE 7-10-97 SUYER COMMENTS: 0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. INV READS 1.00 EA 0.3800 0.38 ENVIRONMENTAL SURCHARGE AUDITOR COMMENTS: 7.5% ENVIRONMENTAL SURCHARGE ON THE BOL FEE SUYER COMMENTS: DISP: AUTHORIZED SIGNATURE

MADE II INVOICE AUDIT POCH REQUEST REQUEST DATE 07/07/97 LAST PRINT DATE: 07/14/97 NO. TIMES PRINTED: 2 PAGE NO: 1 REPORT NO RIRAL PO NUMBER 0916 485079 INVOICE NO F36356 AUDITOR NAME GARY R BLATT PHONE 304-747-7056 VENDOR FREY INDUSTRIES INC BUYER DISP _ BUYER NAME R L HOLLMANN ADDRESS P.O. BOX 450 NAME SOMERSET. NJ 08875-0450 AND 22 RIVERSIDE AVENUE PHONE 908-271-2032 ADDRESS NEWARK NJ 07104 ITEM RCT-10, NUMBER QUANTITY U/M UNIT PRICE TRADE DIS VALUE DESCRIPTION 0002 NOT A /ALIO ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 55.65 PALLETS SUPPLIED INV READS 7.00 EA 7.9500 AUDITOR COMMENTS: PRICING FOR PALLETS SUPPLIED BUYER COMMENTS: 9003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 35.00 STRECH WRAP APPLIED INV READS 7.00 EA 5.0000 AUDITOR COMMENTS: PRICING FOR STRECH WRAP APPLIED PER PALLET BUYER CONTENTS: 9004 NOT A MALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. INV READS 240.00 EA 960.00 PAILS PURCHASED 4.0000 AUDITOR COMMENTS: PRICING FOR PAILS PURCHASED DISP: _ BUYER COMMENTS:

0005 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.

INV READS 1.00 EA 159.8000 159.80 ENVIRONMENT SURCHARGE @ 7.50% OF TOTAL MAT/

AUDITOR COMMENTS: ENVIRONMENTAL SURCHARGE FOR PACKAGING
BUYER COMMENTS:

DISP:

AUTHORIZED SIGNATURE

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POCH REQUEST PRINT DATE: 07/17/97 NO. TIMES PRINTED: 2

REQUEST DATE 07/10/9/ PAGE NO: 1

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VENDOR FRIT INDUSTRIES INC B NAME AND 29 RIVERSIDE AVENUE ADDRESS NU JARK NU 07104	· · · · · · · · · · · · · · · · · · ·	JYER NAME R L HOLLMA ADDRESS P.O. BOX 4 SOMERSET, PHONE 908-271-20	ISO NJ 08875-0450	
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POCH REQUEST

LAST PRINT DATE: 07/21/97 NO. TIMES PRINTED: 3

REQUEST DATE 07/07/97 PAGE NO: 1

PO NUMBER 09 > 485029 INVOICE NO F36356 AUDITOR NAME GARY R BLATT PHONE 304-747-7056 BUYER NAME R L HOLLMANN BUYER DISP _ VENDOR FEET INDUSTRIES INC ADDRESS P.O. BOX 450 NAME SOMERSET, NJ 08875-0450 29 RIVERSIDE AVENUE AND PHONE 908-271-2032 ADDRESS NELIARK NJ 07104 ITEM RCT-ID/NUMBR QUANTITY U/M UNIT PRICE TRADE DIS VALUE DESCRIPTION 9002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 7.9500 INV READS 7.00 EA 55.65 PALLETS SUPPLIED AUDITOR COMMENTS: PRICING FOR PALLETS SUPPLIED DISP: BUYER COMMENTS: 0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 7.00 EA 5.0000 35.00 STRECH WRAP APPLIED AUDITOR COMMENTS: PRICING FOR STRECH WRAP APPLIED PER PALLET BUYER COMMENTS: 9004 NOT A VALID JIEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 240.00 EA 4.0000 960.00 PAILS PURCHASED INV READS AUDITOR COMMENTS: PRICING FOR PAILS PURCHASED BUYER COMMENTS: 0005 NOT A MACID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY. 159.8000 159.80 ENVIRONMENT SURCHARGE @ 7.50% OF TOTAL MAT/ INV READS 1.00 EA AUDITOR COMMENTS: ENVIRONMENTAL SURCHARGE FOR PACKAGING BUYER COMMENTS: AUTHORIZED SIGNATURE 1080 ENCZINV 3511 ·: .

Hollmann RL (Ron)

From:

Sent:

Martineau RA (Ron) Wednesday, January 14, 1998 2:03 PM Hollmann RL (Ron) Carbon Black Repackaging

To:

Subject:

Ron,

How do we stand with regards to Fry Industries and repackaging of carbon black. Any progress or arrangement?

Ron